



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors, Family Law Commissioner Office ("Commissioner").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Commissioner is duly authorized to execute and administer contracts under _____ and,

WHEREAS the Department and the Commissioner are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Commissioner agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS, FAMILY LAW COMMISSIONER OFFICE, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE GILA COUNTY BOARD OF SUPERVISORS, FAMILY LAW COMMISSIONER OFFICE TO THIS CONTRACT.

**FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY**

FOR AND ON BEHALF OF THE

Procurement Officer Signature

Signature

Cathie G. Rodman

Printed Name

MICHAEL A. PASTOR

Printed Name

Procurement Manager

Title

Chairman, Gila County Board Of Supervisors

Title

Date

Date

ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

APPROVED AS TO FORM:

Daisy Flores, Gila County Attorney

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Board of Supervisors, Family Law Commissioner Office ("Commissioner").

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement shall have an effective date of October 1, 2010 and shall end on September 30, 2015 unless otherwise agreed upon by both parties in writing.

4.0 EXTENSION

- 4.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

5.0 TERMINATION

- 5.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 5.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

6.0 AMENDMENTS OR MODIFICATIONS

- 6.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 6.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 6.2.1 Change of telephone number;
 - 6.2.2 Change in authorized signatory; and/or,
 - 6.2.3 Change in the name and/or address of the person to whom notices are to be sent.

7.0 PURPOSE OF AGREEMENT

- 7.1 The purpose of this agreement is to facilitate the use of the Family Law Commissioner to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations.

7.0 MANNER OF FINANCING

- 7.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1104AZ4004.

8.0 SERVICE DESCRIPTION

- 8.1 A service that uses judicial officers who hold hearings and trials to:
 - 8.1.1 Establish paternity;
 - 8.1.2 Enforce child support and medical insurance obligations.

9.0 RESPONSIBILITIES OF COMMISSIONER:

- The Commissioner shall:
 - 9.1 Issue written and signed rulings that establish paternity, enforces child support and medical insurance obligations with all reasonable promptness and in no event later than 60 calendar days of submission.
 - 9.2 Update information on Arizona Tracking Locate Automated System (ATLAS) immediately upon receipt of new information. Changes include, but are not limited to: names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), Social Security numbers, and employment information including address and phone numbers of employers and any other information of income.
 - 9.3 Have and comply with an expedited process plan, pursuant to 45 C.F.R. 303.101;

- 9.4 Utilize electronic recording devices per the standards outlined in the Arizona Code of Judicial Administration, Part 1, Chapter 6, Section 1-602, or, if a party timely requests a court reporter, the court will provide one for the hearing.
- 9.5 Facilitate the appearance of a party or witness residing in another state by telephone, audiovisual means or other electronic means.
- 9.6 Training:
- 9.6.1 All new Commissioner staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
- 9.6.2 New ATLAS users are required to complete the following forms:
- 9.6.2.1 J-125, Request for Terminal Access;
- 9.6.2.2 J-129, Affirmation Statement;
- 9.6.2.3 CS-169, Conflict of Interest/Confidentiality Statement.
- 9.6.3 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV
- 9.6.4. All staff assigned to Title IV-D Child Support Enforcement shall complete Department required training. All staff shall complete Department ATLAS required training before being assigned logon identifiers for ATLAS
- 9.6.4.1 Written instructions to navigate the ATLAS system are available upon request by emailing DCSETRAININGREQUEST@AZDES.GOV.
- 10.0 REIMBURSEMENT REQUIREMENTS:**
- 10.1 The services set forth in this Agreement may be reimbursed only for matters brought in Title IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a commissioner or referee. This is to include clerical time for the completion of minute entries mandated by court rule.
- 10.2 The Commissioner shall submit an annual summary operating budget to the Department that reflects the projected Commissioner expenditures for child support enforcement activities.
- 10.2.1 If the Commissioner intends to claim reimbursement for indirect costs, they shall provide ADES with a copy of its cost allocation plan annually. The plan shall comply with the standards contained in OMB Circular A-87 and be subject to written approval from the Department. The approval shall be provided prior to the date of any period for which reimbursement is requested.
- 10.2.2 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.
- 11.0 THE ADES WILL:**
- 11.1 Reimburse the Commissioner for costs incurred in the delivery of Contract Services during the term of this Agreement.
- 11.3 Under this agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).
- 11.4 Incentive Payments: The Department shall pay to the Commissioner, as required by law, a proportionate share of incentives based on collections and cost effectiveness.
- 11.4.1 The Department shall pay to the Commissioner an amount equal to the Commissioner's proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The Commissioner's proportionate share shall be based upon the methodology set forth in the Department's current incentive policy, which is incorporated by reference into this agreement. These payments shall be made 45 days after the end of the quarter for which they are earned.
- 11.4.2 The Department shall determine incentive payments for each Commissioner based on performance in the five federally established incentive measures.

- 11.4.3 Any incentives earned by the Department for providing services to a non-contracting County entity shall be paid to the full service entity.
- 11.4.4 The Commissioner agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Commissioner 's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

12.0 REPORTING REQUIREMENTS

- 12.1 Each month the Commissioner shall provide to ADES the following statistical data:
- 12.2 Number of Title IV-D of hearings, number of hearings resolved within 60 days and the percent of matters resolved within 60 days;
- 12.3 Number of Orders presented for signature, number of Orders signed and percent of Title IV-D Orders signed;
- 12.4 Number of Title IV-D Enforcement Remedies sought, Number of Title IV-D Enforcement Remedies granted and Percent of Title IV-D Enforcement Remedies granted;
- 12.5 Number of Title IV-D expedited matters presented, Number of Title IV-D expedited matters denied and Percent of Title IV-D expedited matters signed.
- 12.6 The Commissioner shall submit the Certificate of Insurance as specified in Paragraph 27.2 of this Agreement yearly.
- 12.6 The Commissioner shall submit reports and Insurance Certificate to:
AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

13.0 PAYMENT REQUIREMENTS

- 13.1 Commissioner shall submit monthly a Certified Public Expenditure Statement (CPES) for costs incurred in the delivery of Contract Services
- 13.2 The Commissioner shall retain supporting expense documents and make them available for periodic review during the term of this agreement,
- 13.3 CPES shall be submitted by the 28th day after the month services were provided and sent to:
AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458
- 13.4 Payments shall be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <http://www.gao.az.gov/onlineforms/default.asp#Vendor>

14.0 NOTICES

- 14.1 All notices to the Commissioner regarding this agreement shall be sent to the following address:
Globe Courthouse
Karen Yanez, Courtroom Clerk
1400 East Ash Street
Globe, AZ 85501
- 14.2 All notices to the ADES regarding this agreement shall be sent to the following address:

AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458-
Phoenix, AZ 85067-0458

15.0 APPLICABLE LAW

15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

16.0 ARBITRATION

16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

17.0 AUDIT

17.1 In accordance with A.R.S. §35-214, the Commissioner shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Commissioner shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR

18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the contractor;

18.1.3 Cancel the Agreement;

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Commissioner may mutually agree to reduce reimbursement to the Commissioner when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20.0 CANCELLATION FOR CONFLICT OF INTEREST

20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Contractor, an employee of the Contractor, or a subcontractor to the Contractor is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Contractor shall immediately notify the Department of the conflict of interest and ensure that the party will have no involvement in any phase of the test.

21.0 CONFIDENTIALITY

21.1 Contractor shall adhere to standards of confidentiality of record maintenance in accordance with the law and ADES/DCSE policy. The Contractor agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Contractor shall provide safeguards to restrict the use or disclosure of any information concerning any individual who

is party to a case. The Contractor understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Person (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.

- 21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 21.3 The Contractor shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Contractor or by the Contractor's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Contractor also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Contractor for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.
- 21.4 The Contractor agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.

22.0 CONFLICT OF INTEREST

- 22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 DATA SHARING AGREEMENT

- 23.1 When determined by the Department that sharing of confidential data will occur with the Commissioner, the Commissioner shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Commissioner and each ADES Program sharing confidential data.

24.0 E-VERIFY

- 24.1 In accordance with A.R.S. §41-4401, Commissioner warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.

25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 25.1 By entering into the Agreement, the Commissioner warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Commissioner shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Commissioner and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 25.2 The State may request verification of compliance for any Commissioner or subcontractor performing work under the Agreement. Should the State suspect or find that the Commissioner or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Commissioner. All costs necessary to verify compliance are the responsibility of the Contractor.

26.0 INDEMNIFICATION

26.1 Indemnification for Contractor:

26.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

26.2 Indemnification for Subcontractor

26.2.1 In addition, Commissioner shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Commissioner's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

27.1.1 None.

27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Commissioner, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

A. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner."**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner involving automobiles owned, leased, hired or borrowed by the Commissioner "**.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner .

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Commissioner with their own list of persons to be insured.)

C. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

D. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The Commissioner 's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Commissioner shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

E. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

F. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Commissioner from potential insurer insolvency.

G. **Verification of Coverage:** Commissioner shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 **unless the Reporting Requirements specifies otherwise**. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- H. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
- J. **Exceptions:** In the event the Commissioner or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

28.0 IT 508 COMPLIANCE

- 28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 NON-AVAILABILITY OF FUNDS

- 29.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

30.0 NON-DISCRIMINATION

- 30.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Commissioner shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Commissioner shall comply with the Americans with Disabilities Act.

31.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 31.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

32.0 RIGHT OF OFFSET

- 32.1 The Department shall be entitled to offset against any sums due the Commissioner, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Commissioner's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

33.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

- 33.1 The Contractor agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

33.2 **PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the contractor or the contractor's employees.

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

33.3 **CRIMINAL/CIVIL SANCTIONS:**

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized

inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

33.4 INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

34.0 SCRUTINIZED BUSINESS

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Commissioner certifies that the Commissioner does not have scrutinized business operations in Sudan or Iran.

35.0 THIRD- PARTY ANTITRUST VIOLATIONS

35.1 The Commissioner assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Commissioner, toward fulfillment of this Agreement.

36.0 ATTACHMENTS

- 36.1 Attachment A- Certification Regarding Lobbying
- 36.2 Attachment B- Certification Regarding Maintenance of Effort
- 36.3 Attachment C- Sub- Recipient Fact Sheet

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	_____ CHAIRMAN OF THE BOARD TITLE
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_____ GILA COUNTY BOARD OF SUPERVISORS APPLICANT ORGANIZATION	_____ DATE SUBMITTED
---	-------------------------

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

GILA COUNTY BOARD OF SUPERVISORS

(Applicant Organization)

, will be in addition to, and not in

substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

CHAIRMAN, OF THE GILA COUNTY BOARD OF SUPERVISORS

Title

Date

SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Gila County Board of Supervisors, Family Law Commissioner Office
(From the Contract)

Contract # DE111170001

Federal Employer Taxpayer ID # 866000444

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period October 1, 2010 through September 30, 2011
- Pass-through Number Assigned by the Department G1104AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.